

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

KEITH F. BELL, PH.D.,

Plaintiff,

v.

SOUTHWESTERN UNIVERSITY,
KENNETH EBOH,

Defendants.

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CIVIL ACTION NO. 1:18-cv-745

**DEFENDANT KENNETH EBOH AND SOUTHWESTERN UNIVERSITY'S
RULE 68 OFFER OF JUDGMENT**

Pursuant to FED. R. CIV. P. 68, Defendants, Kenneth Eboh and Southwestern University (hereinafter collectively referred to as "Defendants"), offer to have judgment in favor of Plaintiff, Dr. Keith Bell (hereinafter "Plaintiff"), entered in this action in the amount of Fifteen Thousand and No/100 (\$15,000.00), inclusive of fees and costs incurred through the date of this offer.

This Offer of Judgment is made in full and final satisfaction of all claims, costs, including attorney's fees, and expenses asserted by Plaintiff in this action on all claims asserted against Defendants.

This Offer of Judgment is expressly conditioned on it being accepted by Plaintiff for all claims asserted against Defendants, or for any claim that could be or has been asserted against Defendants and/or any of Defendant Southwestern University's officers, agents, owners, insurers, attorneys, affiliated entities, or employees, and/or any of Defendant Kenneth Eboh's heirs, assigns, or agents, arising out of the subject matter of Plaintiff's Complaint in this action.

This Offer of Judgment is made for the purposes set forth in FED. R. CIV. P. 68, and is not to be construed either as an admission that Defendants are liable in this action, or that Plaintiff has suffered damage or injury, which Defendants expressly deny.

This Offer of Judgment shall not be filed with the Court unless accepted. An attendant written Settlement Agreement between Plaintiff and Defendants memorializing the terms of the settlement is material to this Offer of Judgment but will not be filed with the Court.

Plaintiff may indicate his acceptance of this offer by signing the statement to that effect set forth below within the time limit set forth in FED. R. CIV. P. 68.

Dated: February 22, 2019

By: /s/ Philip Robert Brinson

PHILIP ROBERT BRINSON

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**ATTORNEY-IN-CHARGE
FOR DEFENDANTS SOUTHWESTERN
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ACCEPTANCE OF OFFER OF JUDGMENT

Plaintiff, Dr. Keith Bell hereby accepts the above Offer of Judgment of Defendant Southwestern University and Kenneth Eboh on the terms stated in said Offer of Judgment and pursuant to FED. R. CIV. P. 68.

DATED: March 7, 2019

Accepted:

A handwritten signature in cursive script that reads "Keith Bell". The signature is written in dark ink and is positioned above a horizontal line.

By: Dr. Keith Bell